

TRANSMITTAL AND NOTICE OF APPROVAL OF
STATE PLAN MATERIAL

FOR: HEALTH CARE FINANCING ADMINISTRATION

1. TRANSMITTAL NUMBER: <u>0 2 — 0 1 4</u>	2. STATE: <u>Iowa</u>
3. PROGRAM IDENTIFICATION: TITLE XIX OF THE SOCIAL SECURITY ACT (MEDICAID)	
4. PROPOSED EFFECTIVE DATE <u>July 1, 2002</u>	

TO: REGIONAL ADMINISTRATOR
HEALTH CARE FINANCING ADMINISTRATION
DEPARTMENT OF HEALTH AND HUMAN SERVICES

5. TYPE OF PLAN MATERIAL (Check One):

☐ NEW STATE PLAN ☐ AMENDMENT TO BE CONSIDERED AS NEW PLAN ☒ AMENDMENT

COMPLETE BLOCKS 6 THRU 10 IF THIS IS AN AMENDMENT (Separate Transmittal for each amendment)


6. FEDERAL STATUTE/REGULATION CITATION: <u>42 CFR 431.615</u>	7. FEDERAL BUDGET IMPACT: a. FFY <u>02</u> \$ <u>65</u> b. FFY <u>03</u> \$ <u>196</u>
8. PAGE NUMBER OF THE PLAN SECTION OR ATTACHMENT: <u>Supplement 3 to Attachment 4.16-A</u> <u>pages 1 - 8</u>	9. PAGE NUMBER OF THE SUPERSEDED PLAN SECTION OR ATTACHMENT (If Applicable): <u>Supplement 3 to Attachment 4.16-A,</u> <u>pages 1 - 9</u> <u>Iowa (02-014)</u> <u>approved: 09/09/02</u> <u>effective: 07/01/02</u>

10. SUBJECT OF AMENDMENT:

Renewal of cooperative agreement with Iowa Department of Public Health for the coordination of the Early Periodic Screening, Diagnosis, and Treatment program

11. GOVERNOR'S REVIEW (Check One):

☒ GOVERNOR'S OFFICE REPORTED NO COMMENT ☐ OTHER, AS SPECIFIED:
☐ COMMENTS OF GOVERNOR'S OFFICE ENCLOSED
☐ NO REPLY RECEIVED WITHIN 45 DAYS OF SUBMITTAL

12. SIGNATURE OF STATE AGENCY OFFICIAL: 	16. RETURN TO: <u>Director</u> <u>Department of Human Services</u> <u>Hoover State Office Building</u> <u>Des Moines, Iowa 50319-0114</u>
13. TYPED NAME: <u>Jessie K. Rasmussen</u>	
14. TITLE: <u>Director</u>	
15. DATE SUBMITTED: <u>7-29-02</u>	

FOR REGIONAL OFFICE USE ONLY	
17. DATE RECEIVED	18. DATE APPROVED
19. EFFECTIVE DATE OF APPROVED MATERIAL	20. NAME OF REGIONAL OFFICIAL
21. TYPED NAME: <u>Thomas M. Lenz</u>	22. TITLE: <u>ARA for Medicaid & State Operations</u>
23. REMARKS: <u>See comments on attached form</u> <u>Date Submitted: 8/1/02</u> <u>Date Received: 8/1/02</u>	

INTERAGENCY AGREEMENT

BETWEEN THE

IOWA DEPARTMENT OF HUMAN SERVICES

AND

IOWA DEPARTMENT OF PUBLIC HEALTH

FAMILY & COMMUNITY HEALTH DIVISION

July 1, 2002

through

June 30, 2003

TN No. MS-02-14
Supersedes TN No. MS-01-25

Approval Date SEP 09 2002
Effective Date JUL 01 2002

IOWA DEPARTMENT OF HUMAN SERVICES

And

IOWA DEPARTMENT OF PUBLIC HEALTH

Letter Of Agreement:

EPSDT Program

1.0 IDENTITY OF PARTIES.

- A. The State of Iowa, Department of Human Services, (referred to in this document as "DHS") is the issuing agency for this Agreement. The DHS's address is: Hoover Building, 1305 East Walnut, Des Moines, Iowa 50319.
- B. The State of Iowa, Department of Public Health, (referred to in this document as "IDPH") is entering into this Agreement to provide services defined in 4.0. The address of IDPH is: Lucas State Office Building, 321 E. 12th Street, Des Moines, Iowa 50319

2.0 DURATION OF AGREEMENT.

The term of this Agreement shall be July 1, 2002 through June 30, 2003, unless terminated earlier in accordance with the Termination section of this Agreement.

3.0 PURPOSE.

The parties have entered into this Agreement for the purpose of retaining IDPH to coordinate administration of the Early Periodic Screening, Diagnosis and Treatment Program hereafter referred to as EPSDT, in order to:

- 1. Develop and maintain local capability for conducting screening examinations required under the EPSDT program.
- 2. Increase program efficiency and effectiveness by assuring that needed services are provided timely and efficiently.
- 3. Develop and maintain local capability for Maternal and Child Health Services and to provide Medicaid information and care coordination to EPSDT clients.
- 4. Develop a cooperative and collaborative relationship at all levels to prevent duplication of services.

4.0 SCOPE OF SERVICES.

The IDPH shall provide the following services in accordance with the defined performance expectations as set forth below.

- 1. Determine if local agencies requesting to be screening centers meet the recommended standards of medical practice established by the program. Monitor the quality of care provided by existing Child Health Screening Center providers through on-site evaluations and/or chart audits a minimum of every two years and quality assurance activities. Provide recommendations on enrollment requests in compliance with federal timelines. Report to DHS agencies that no longer meet the qualifications to be screening centers. It is estimated that this activity will require approximately 15 percent of a full-time position.
- 2. Provide consultation and technical assistance in communities in assessing local needs for EPSDT services. Assure that screening services are available in all 99 counties in Iowa. Dental access will be assessed including consultation and program development with the Iowa Dental Association and its ten (10) dental districts. In areas where barriers to dental

- access for EPSDT services are identified, strategies for increasing dental access **will be** identified at both the state and community levels and recommendations will be made to DHS. It is estimated that this activity will require approximately 150 percent of a full-time position.
3. Implement, provide consultation, technical assistance and training regarding outreach, Medicaid information, care coordination and/or screening services for Medicaid eligible infants, children and youth to local providers. Participate in evaluation of effectiveness of the EPSDT outreach and care coordination system. Coordinate distribution of Medicaid recipient information necessary for implementation of Medicaid information and care coordination services. It is estimated that this activity will require approximately 175 percent of a full-time position.
 4. Provide consultation and technical assistance to schools investigating participation in EPSDT activities. It is estimated that this activity will require approximately a 30 percent full-time position.
 5. Provide technical assistance to Maternal and Child Health Centers conducting cost analyses to determine the cost of providing services in order to promote more cost efficient services. It is estimated that this activity will require approximately 18 percent of a full-time position.
 6. Provide consultation and technical assistance to communities in assessing local needs for Administrative Medicaid Claiming. Provide instruction and technical assistance in claims review process. Participate in claims review process. It is estimated that this activity will require approximately 80 percent of a full-time position.
 7. Coordinate meetings with the Department of Human Services and Prevention for Disability Policy Council and other health care providers to facilitate coordinated efforts to maintain a minimum screening participation rate of 80 percent of Medicaid eligible children. It is estimated that this activity will require approximately 1 percent of a full-time position.
 8. Provide technical assistance in identifying baseline immunization rates for Medicaid eligible children and recommend strategies for implementing monitoring systems. It is estimated that this activity will require approximately 2 percent of a full-time position.
 9. Assist the editor of the EPSDT Care for Kids newsletter in identifying authors for newsletter articles. It is estimated that this activity will require approximately 2 percent of a full time position.
 10. Participate in planning and implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations as it affects EPSDT, immunization, and other Title XIX providers with oversight by IDPH. It is estimated that this activity will require 2 percent of a full time position.
 11. To submit an annual report by December 15, 2002 which identifies the activities provided in the previous year. The report will contain information on the technical assistance activities that occurred, the agencies reviewed, and other EPSDT activities provided.

The DHS agrees:

1. To reimburse EPSDT screening centers for the full cost of providing screening, outreach and care coordination.
2. To provide to IDPH a monthly list of names, addresses, and phone number of Medicaid clients who are eligible for EPSDT outreach and care coordination services so the local contract agencies can explain the benefits of preventive health and other services available to Medicaid families. The information must meet the federal informing requirement of the Medicaid EPSDT Program. The monthly list must be provided in a timely manner in order to meet federally required time frames.
3. To provide a vendor number to screening centers upon a notification of their certification from the IDPH and to terminate vendor numbers upon notification that a center is no longer eligible to provide services.
4. To submit this agreement to the Centers for Medicare & Medicaid to be included in the Medicaid state plan. Expenditures for the services described in this agreement will be eligible

for federal match through the Medicaid Program consistent with Centers for Medicare & Medicaid Services (formerly the Health Care Financing Administration) rules.

5.0

BUDGET.

	Total	IDPH State Match	DHS	Federal
Nurse Clinician (1.5 FTE)	107,254	38,627	15,000	53,627
Community Nursing Consultant (1.75 FTE)	116,404	32,406	25,796	58,202
+Dental Hygienist (1.0 FTE)	65,622	7,811		57,811
Dentist (0.5 FTE)	65,670	32,835		32,835
*Clerical Support (1.5 FTE)	51,590	25,795		25,795
*Hourly	4,000	2,000		2,000
Travel	3,000	1,500		1,500
Telephone	3,600	1,800		1,800
Office/Printing	5,200	2,600		2,600
MIS/DP Support	51,500	25,750		25,750
+Dental Outreach	50,000	50,000		
Registration/ Training	1,400	700		700
TOTAL	525,240	221,824	40,796	262,620

+ Match funds for Dental Hygienist personnel are listed under Dental Outreach (community pilots)

*Clerical Support and Hourly staff are not included in the IDPH FTE's identified in the scope of services.

The IDPH will be paid for the services described in the Scope of Services section a fee **not** to exceed \$303,416 (federal and DHS funds) for the Agreement period. Claims shall be submitted quarterly.

The IDPH shall submit detailed invoices on a quarterly basis for services rendered. The invoices shall be submitted to the DHS with appropriate documentation as necessary to support all charges included on the invoice. The Agreement Number shall be placed on all claims for payment. Claims shall be submitted to:

Sally Nadolsky
Bureau of Long Term Care
Department of Human Services
Hoover Building
1305 East Walnut
Des Moines, Iowa 50319

6.0 MODIFICATION OR TERMINATION.

This agreement may be amended or modified at any time by mutual agreement between DHS and IDPH.

A. Termination upon written notice or unauthorized expenditures

1. This agreement may be terminated by either party by written notice of intent to terminate ninety days (90) in advance of desired termination date. In the event of such termination, IDPH shall be reimbursed by DHS only for these allowable costs incurred or encumbered

prior to the termination date.

2. In the event of unlawful, unauthorized or excess expenditures incurred by IDPH in the performance of this agreement, DHS will terminate the agreement if necessary and IDPH will be liable for these expenditures. DHS shall provide written notice to the IDPH requesting that the disallowed expenditures be corrected immediately.

B. Termination Due to Lack of Funds or Change in Law by the DHS

In the event of a reduction in the appropriation from the state budget for the Division of Medical Services of DHS or an across the board budget reduction affecting the Division of Medical Services, DHS may either re-negotiate this agreement or terminate with ninety (90) days written notice.

C. Delay or Impossibility of Performance

Neither party shall be in default under this Agreement if performance is delayed or made impossible by an act of God. The delay or impossibility must be beyond the control and without the fault or negligence of the defaulting party. If delay results from a subcontractor's conduct, negligence or failure to perform, the IDPH shall not be excused from compliance with the terms and conditions of this Agreement.

D. Upon Expiration or Termination of this Agreement, the IDPH shall:

1. Deliver to the DHS within ninety (90) calendar days after such expiration or termination all data (and data base definitions), records, information and items, including partially completed plans, drawings, data, documents, surveys, maps, reports and models which belong to the DHS;
2. Comply with the DHS's instructions for the timely transfer of active files and work being performed by IDPH under this Agreement to the DHS or their designee;
3. Protect and preserve property in the possession of the IDPH in which the DHS has an
4. interest;
5. Stop work under this Agreement on the date specified in any notice of termination provided by the DHS;
6. Cooperate in good faith with the DHS, its employees and agents during the transition period between the notification of termination and the substitution of any replacement IDPH.

7.0 TOBACCO SMOKE.

- A. Public Law 103227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, Agreement, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- B. IDPH certifies that it and its subcontractors will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

8.0 AGREEMENT ADMINISTRATION

- A. **Compliance with Equal Employment and Affirmative Action Provisions.** The IDPH shall comply with all provisions of federal, state and local laws, rules and executive orders which apply to insure that no client, employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. This includes but is not limited to Equal Employment Opportunity provisions, Occupational Health and Safety Act, Affirmative Action, Rehabilitation Act of 1973, Americans with Disabilities Act, and civil rights rules and regulations. The IDPH, if requested, shall provide state or federal agencies with appropriate reports as required to insure compliance with equal opportunity laws and regulations. The IDPH shall insure that its employees, agents and subcontractors comply with the provisions of this clause.
- B. **Compliance with Laws and Regulations.** The IDPH, its employees, agents and subcontractors, shall comply with all applicable state and federal laws, rules, ordinances, regulations and orders. The IDPH, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.
- C. **Solicitation.** The IDPH warrants that no person or selling agency has been employed or retained to solicit and secure this Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.
- D. **Amendments.** This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement shall be fully executed by both parties.
- E. **Additional Provisions.** The parties agree that if an Addendum, Attachment or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- F. **Confidentiality.** Both parties shall comply with all applicable federal and state laws and regulations regarding the confidentiality of all client records, and the information contained therein. DHS and IDPH also agree to obtain written consent from the client, provider and/or other authorized representative, for the release of information to any individual or entity not associated with the administration of the program.
- G. **Lobbying.** No federal appropriated funds have been paid or will be paid on behalf of the Agreement to any person for influencing or attempting to influence an officer or employee of any Federal agency, or Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form Report Lobbying," in accordance with its instructions.

- H. Records Retention and Access.** The IDPH shall maintain records, and documents which sufficiently and properly document and explain all charges billed to the DHS throughout the term of this Agreement for a period of at least five years following the date of final payment or completion of any required audit begun during the aforementioned five (5) years, whichever is later. Records to be maintained include both financial records and service records.
- I. Headings or Captions.** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.
- J. Supersedes Former Agreements** This Agreement supersedes all prior Agreements between the DHS and the IDPH for services and products provided in connection with this Agreement.
- K. Executive Order Compliance.** The contractor must comply with all provisions of Executive Order #1 1246, dated September 24, 1965, including amendments as well as the rules, regulations and relevant orders of the Secretary of Labor.
- L. Counterparts.** The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- M. Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the DHS and the IDPH, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- N. Obligations Beyond Agreement Term.** This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. All obligations of the DHS and the IDPH incurred or existing under this Agreement as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Agreement.
- O. Notices.** Notices under this Agreement shall be in writing to the individual at the address as it appears. The effective date for any notice under this Agreement shall be the date of mailing which may be effected by certified U.S. Mail, return receipt requested, with postage prepaid thereon, or by recognized overnight delivery service such as Federal Express or UPS:
- P. Health Insurance Portability and Accountability Act of 1996.** The IDPH shall comply with the security of medical data provisions of the Health Insurance Portability and Accountability Act of 1996 and the accompanying regulations when final. The proposed regulations are published in the Federal Register, Volume 63, pages 43242 through 43280 dated August 12, 1998. The final regulations will be codified at 45 CFR Part 142.

The IDPH shall comply with the privacy of medical data provisions of the Health Insurance Portability and Accountability Act of 1996 and the final regulations published in the Federal Register, Volume 65, pages 82462 through 82829, dated December 28, 2000. The final regulations will be codified at 45 CFR Parts 160 and 164.

The IDPH shall comply with the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, and the final regulations published in the Federal Register, Volume 65, pages 50312 through 50371, dated August 17, 2000, including the use of standard transactions in any electronic transactions performed. The final regulations will be codified at 45 CFR Part 160 and 162.

Prior to the time that the DHS implements HIPAA, the parties agree that a Business Associate Contract and/or a Trading Partner Agreement may be necessary under the terms of HIPAA and agree to either execute a separate contract(s) regarding those terms or an addendum(s) to this Contract.

9.0 Contacts

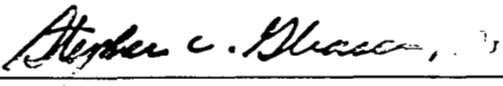
If to DHS: DEPARTMENT OF HUMAN SERVICES
Attn.: Sally Nadolsky
Bureau of Long Term Care

If to IDPH: IOWA DEPARTMENT OF PUBLIC HEALTH
Attn.: M. Jane Borst
Bureau Chief, Family Health Bureau


10.0 EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

State of Iowa, the Department of Public Health

By:  Date: 6-27-02
Name: Stephen C. Gleason D.O.
Title: Director

State of Iowa, The Department of Human Services

By:  Date: 6-5-02
Name: Jessie K. Rassmussen
Title: Director